ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. ccxxii.

An Act for making a Railway from the *London and North Western* Railway, at *Willesden* to the *North London* Railway, with a Branch to the *North and South Western Junction* Railway, to be called "The *Hampstead Junction* Railway;" and for other Purposes. [20th *August* 1853.]

WHEREAS the making of a Railway from the *London and North-western* Railway in the Parish of *Willesden* in the County of *Middlesex* to the *North London* Railway in the Parish of *Saint Pancras* in the said County, with a Branch to the *North and South Western Junction* Railway, would be of public Advantage: And whereas the Persons herein-after named, with others, are willing at their own Expense to carry such Undertaking into execution: And whereas the making of the Railway will be beneficial to the Interest of the *London and North-western* Railway Company, and it is expedient that that Company be authorized to become Shareholders in the Undertaking, to the Extent and upon the Terms in this Act expressed; but the several Objects aforesaid cannot be effected

without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same:

Short Title.

I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "The *Hampstead Junction* Railway Act, 1853."

8 & 9 Vict. cc. 16. 18. & 20. incorporated with this Act.

II. That "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall, so far as the same are not expressly varied by or inconsistent with the Provisions of this Act, be incorporated with this Act.

Subscribers incorporated.

III. That *Henry Tootal*, *Henry Woollaston Blake*, *Richard Creed*, Sir *Charles Douglas* Knight, the Honourable *Philip Sydney Pierrepont*, *Alexander Beattie*, *Timothy Rhodes Cobb*, and *Jonathan Samuel Browning*, and all other Persons and Corporations who have already subscribed or hereafter subscribe to the Undertaking, and their Executors, Administrators, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway, Branch Railway, and Works herein-after mentioned, and for other the Purposes of this Act, and for such Purposes are by this Act incorporated by the Name of "The *Hampstead Junction* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, take, hold, and dispose of Lands and Hereditaments for the Purposes and within the Restrictions of this Act.

Capital.

IV. That the Capital of the Company shall be Two hundred and fifty thousand Pounds, in Shares of Ten Pounds each.

Calls.

V. That Two Pounds Ten Shillings *per* Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and the aggregate Amount of all Calls made in any One Year shall not exceed Three Fourths of the nominal Amount of a Share.

Interest not to be paid on Calls paid up.

VI. That the Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him, beyond the Amount of the Calls actually made, as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845."

VII. That

Deposits for future Bills not to be paid out of the Company's Capital.

VII. That the Company shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Power to borrow Money on Mortgage.

VIII. That the Company may borrow on Mortgage or Bond any Sums not exceeding in the whole Eighty-three thousand three hundred and thirty-three Pounds, but any Part thereof shall not be borrowed until the whole of the Capital have been subscribed for and One Half thereof paid up: Provided always, that all and every Part of the Money raised under this Act, whether by Share or Mortgage or Bond, shall be applied only to the Purposes authorized by this Act.

Power for the London and North-western Railway Company to subscribe and hold Shares.

IX. And whereas it is expedient that the *London and North-western* Railway Company should be enabled to subscribe towards and become Shareholders in the Undertaking: Be it enacted, That the *London and North-western* Railway Company may subscribe towards or accept Shares, and become Shareholders in the said Undertaking, to any Extent not exceeding One hundred and fifty thousand Pounds, and may pay the Amount subscribed by them out of any Monies which may be in their Hands or under their Control, or which they have raised or are now authorized to raise by Shares or borrowing under the Provisions of any Act or Acts relating to that Company, and which are not required for the Purposes authorized by the said Acts.

As to Votes of London and North-western Railway Company.

X. That the *London and North-western* Railway Company may from Time to Time nominate and appoint, by Writing under the Hand of the Chairman or Deputy Chairman, or under the Common Seal of the said Company, any Person (whether a Shareholder in the Company hereby incorporated or not) to vote on their Behalf at any Meeting of the Company, and every Person so appointed may vote accordingly, and shall have the same Number of Votes as the said Company on whose Behalf he may have been appointed to vote would have had.

First and other Meetings.

XI. That the First Ordinary Meeting of the Company shall be held within Three Months next after the passing of this Act.

Number and Qualification of Directors.

XII. That the Number of Directors of the Company shall be Five, and the Qualification of each Director shall be the Possession in his own Right of Fifty Shares.

XIII. That

Directors.

XIII. That *Henry Tootal*, *Richard Creed*, *Alexander Beattie*, *Timothy Rhodes Cobb*, and *Jonathan Samuel Browning*, shall be the First Directors of the Company.

Quorum.

XIV. That the Quorum of a Meeting of Directors shall be Three.

Newspaper for Advertisements.

XV. That the Newspaper for Advertisements shall be any *London* Newspaper.

Power to make Railway and Branch Railway according to deposited Plans.

XVI. Whereas Plans and Sections of the Railway, Branch Railway, and Works, showing the Lines and Levels thereof respectively, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners and Lessees and Occupiers of the Lands through which the same respectively are intended to pass or be made, have been deposited with the Clerk of the Peace for the County of *Middlesex*: Therefore, subject to the Provisions of this Act, the Company may make and maintain the Railway, Branch Railway, and Works, in the Lines and upon the Lands delineated on those Plans and described in that Book of Reference, and according to the Levels described on those Sections, and may enter upon, take, and use such of those Lands as shall be necessary for that Purpose: Provided always, that in estimating the Purchase Money and Compensation to be paid for the Interest of *Lewis William Buck* Esquire, *George Stucley Buck* Esquire, and Sir *Joseph Henry Hawley* Baronet, in such Part of the Estate known as the *Hawley Estate*, and also that to be paid for the Interest of the Right Honourable *William David* Earl of *Mansfield* in such Part of his Land in the Parish of *Saint Pancras*, as may respectively be required to be taken by the Company, regard shall be had by the Jury or Arbitrator, as the Case may be, to the Damage and Injury done to the Entirety of the said Estates respectively.

Railway, Branch Railway, and Works.

XVII. That the Railway, Branch Railway, and Works by this Act authorized are the following; (to wit,)

1. A Railway commencing by a Junction with the Main Line of the *London and North-western* Railway in the Parish of *Willesden* in the County of *Middlesex*, at or near the *Willesden* Station on that Main Line, and terminating by a Junction with the *North London* Railway in the Parish of *Saint Pancras* in the said County, at or near the Point where the said last-mentioned Railway crosses the Road leading from *Camden Town* to *Highgate*, and which Road is called "The *Kentish Town Road*:"
2. A Branch Railway commencing by a Junction with the said intended Railway in the said Parish of *Willesden*, at or near a Mile Post on the South Side of the Road leading from *London* to *Harrow*, called "The *Harrow Road*," indicating Four Miles to *London*

London, and terminating by a Junction with the *North and South Western Junction* Railway in the Parish of *Acton* in the said County of *Middlesex*, at a Point on that Railway One hundred and twenty Yards, or thereabouts, Southward of the Bridge carrying such Railway over the *Grand Junction* Canal.

A certain Road may be crossed on the Level.

XVIII. That, subject to the Provisions of this Act, the Company may carry the Railway across and on the Level of the Road numbered in the Plans deposited for the Purposes of this Act, as follows; (that is to say,)

The Road numbered 9 in the Parishes of *Willesden* and *Acton* respectively.

Company to erect a Station or Lodge at Point of crossing, and abide by Rules, &c. of Board of Trade.

XIX. That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or a Lodge at the Point where the Railway crosses the before-mentioned Road on the Level; and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as are from Time to Time made by the Board of Trade; and if the Company fail to erect, or at all Times maintain any such Station or Lodge, or to appoint a proper Person to watch or superintend the crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence continues after such Penalty of Twenty Pounds is incurred.

Board of Trade may require a Bridge to be erected in lieu of level Crossing.

XX. That the Board of Trade, if it appear to them necessary for the public Safety, may at any Time, either before or after the Railway to be carried across such Road on the Level is completed and opened for public Traffic, require the Company within such Time as the Board of Trade direct, and at the Expense of the Company, to carry such Road either under or over the Railway by means of a Bridge or Arch in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case appear to the Board of Trade best adapted for removing or diminishing the Danger arising from any such level Crossing.

As to Communications with London and North-western Railway.

XXI. That all Communications between the Railway and the *London and North-western* Railway shall be effected by means of Connection Rails and Points of the Construction most approved, laid in the Manner most approved, and to the Satisfaction of the Eng ieer for the Time being of the *London and North-western* Railway Company.

As to Expense, &c. of Communication with the London and North-western Railway Company.

XXII. That the Expense of the Communications with the *London and North-western* Railway Company by this Act authorized, and of all requisite Works and of all Repairs thereof, shall be paid by the Company, and such Works shall on every Occasion be done to the Satisfaction of the Engineer of the *London and North-western* Railway Company, and in such Manner as not to injure the *London and North-western* Railway.

Saving Rights of the London and North-western Railway Company.

XXIII. That, except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights, Privileges, Powers, or Authorities of the *London and North-western* Railway Company.

As to Junction with the North London Railway.

XXIV. That the Railway hereby authorized to communicate with the *North London* Railway shall communicate therewith at the Point or Points where, according to the Plans deposited as in this Act mentioned, such Railway appears to communicate therewith, and at no other Point or Points, without the Consent in Writing of the said *North London* Railway Company under their Common Seal; and that all Communications between the Railway hereby authorized and the said *North London* Railway shall be effected in a substantial and workmanlike Manner, by means of Connection Rails and proper Points of Junction, in such Manner as shall be approved of by and to the Satisfaction of the Engineer for the Time being of the said *North London* Railway Company.

Expense of such Junction to be paid by the Company.

XXV. That the Expense of the Communications hereby authorized with the *North London* Railway, and of all Openings in the Rails thereof, and of all other Works which may be from Time to Time requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the Company; and that all such Communications, Openings, and Works shall not only in the first instance be made and done, but shall also from Time to Time be altered, amended, repaired, and maintained by and at the Expense of the Company, to the Satisfaction of the Engineer for the Time being of the *North London* Railway Company, and in such Manner and Form, and by such Ways and Means, as shall not in anywise prejudice or injure the said last-mentioned Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same.

Company not to take Land of the North London Railway Company without Consent.

XXVI. That, notwithstanding anything in this Act contained, it shall not be lawful for the Company, or for any Person under or in execution of this Act, or for any other Purposes, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the *North London* Railway Company, or to construct any Railway or Branch Railway across the same, either on the Level or otherwise

otherwise, or in any Manner to alter, vary, or interfere with the said *North London* Railway, or any of the Works appertaining thereto, without their Consent, testified under their Common Seal, save only for the Purpose of effecting the Junction hereby authorized at the Point or Points and in manner aforesaid.

Saving Rights of North London Railway Company.

XXVII. That, except as by this Act is expressly provided, nothing in this Act contained shall prejudice, diminish, affect, alter, or take away any of the Rights, Franchises, Privileges, Powers, or Authorities of or vested in or belonging to the said *North London* Railway Company, but all the Rights, Privileges, Powers, and Authorities of the same Company, under their several Acts of Parliament or otherwise, are hereby expressly saved and reserved as against and with respect to the Company hereby incorporated.

Saving Rights of Commissioners of Sewers.

XXVIII. That, notwithstanding this Act or anything contained in it, or in any Act incorporated therewith, any Work shall not be done which in any way interferes with any Sewers, Drains, or Watercourses under the Control of the Metropolitan Commissioners of Sewers, and any new Sewers, Drains, or Watercourses, or Works of Drainage shall not be made or done under the Powers of this Act unless the same be previously approved by those Commissioners; and the same shall be carried on and completed under the Direction and Control of those Commissioners and their Officers, and all Sewers, Drains, Watercourses, and Works of Drainage made under this Act shall be and remain subject in all respects to the Jurisdiction of those Commissioners; and whenever any Works of the Company would intersect or interfere with any Sewer, Drain, or Watercourse under the Control of those Commissioners, the Company shall, before any such Works be made, construct such proper Sewers or Works of Drainage, and also comply with such Orders and Regulations as those Commissioners make to guard against Injury to the Drainage of the District; and this Act or anything therein contained shall not take away, lessen, prejudice, or affect any of the Rights, Powers, Jurisdiction, or Authorities of those Commissioners.

The open Well in Conduit Field, Hampstead, if interfered with, to be made good by Company.

XXIX. That if by reason of the Exercise by the Company of any of the Powers of this Act, the open Well or Conduit in the *Conduit Field* in the Parish of *St. John Hampstead* be interfered with, or the Supply of Water thereto be in any respect lessened, interrupted, or worsened, the Company shall forthwith thereafter either make good all Damage to that Well or Conduit and the Supply of Water thereto, so as to render that Well or Conduit as serviceable in all respects to the Inhabitants of that Parish as it now is, or as the Case may be, so as to restore to that Well or Conduit a Supply of Water as full and free and of as good a Quality as the present Supply thereto; or otherwise shall make in the *Conduit Field*, and as near as may be to the

the Site of that Well or Conduit, and shall properly fence, another open Well or Conduit with a Supply of Water thereto as full and free and of as good a Quality as the present Supply to the existing Well or Conduit, and in all other respects as serviceable to those Inhabitants as the present Well or Conduit, and shall dedicate the new Well or Conduit to the Use of the Persons who, if the existing Well or Conduit remained as at present, would from Time to Time be entitled to the Enjoyment thereof, and shall provide a public Way to the new Well or Conduit as convenient for such Persons as the existing Way to the present Well or Conduit, and shall keep the new Well or Conduit and the Fences thereof and the public Path thereto at all Times in good Repair and Condition, and shall provide and at all Times maintain a Supply of Water to the new Well or Conduit, as full and free and of as good a Quality as the present Supply to the existing Well or Conduit.

Works to be done to Satisfaction of Engineer appointed by Guardians of Poor, &c.

XXX. That the Company shall fulfil the several Obligations imposed on them by the last preceding Enactment to the Satisfaction of an Engineer to be from Time to Time appointed by the Guardians of the Poor, the Churchwardens, the Overseers of the Poor, and the Surveyor of the Highways of that Parish, or by the major Part in Number of the Persons from Time to Time holding those Offices, and by the Directors of the *Hampstead Junction* Railway Company, or in case of Difference between those Parties as to the Engineer to be appointed, then to the Satisfaction of an Engineer from Time to Time appointed on the Application of those Parties or any of them by the Board of Trade.

Penalty for Default.

XXXI. That if at any Time or Times the Company fail duly to fulfil any of the Obligations imposed on them by the last preceding Enactment, then and in every such Case they shall forfeit the Sum of Five Pounds for every Day during which the Default continues, and shall pay the same in aid of the Rates for the Relief of the Poor of that Parish.

As to Construction of Railway through Estate of H. Davidson, Esq.

XXXII. And whereas it is intended that the said Railway shall pass under the Estate of *Henry Davidson* Esquire, called *Roslyn* Estate, situate in the Parish of *Saint John Hampstead* in the County of *Middlesex:* And whereas with a view to the improving of the said Estate, including the Portion thereof intended to be taken by the Company for the Purposes of this Act, a Plan hath been prepared for the Erection of Buildings to be occupied as Dwelling Houses and Villas, and certain Roads or Streets have been laid down or marked out, which said Roads or Streets so marked out are intended to traverse the Surface of the Land so intended to be taken by the Company: Be it therefore enacted, That the Company, in constructing the Railway through the said *Roslyn* Estate, shall not construct the same

same otherwise than by means of a Tunnel, nor deviate from the Line or Level delineated in the said deposited Plan and Section to a greater Extent than Five Feet from the said Level, and Ten Yards from the said Line, without the Consent in Writing of the said *Henry Davidson*, his Executors, Administrators, or Assigns, first had and obtained for that Purpose.

H. Davidson to be at liberty to erect Buildings over Tunnel, and no Shaft to be made without his Consent.

XXXIII. That the Ground, Soil, and Surface above the said Tunnel shall remain the Property of the said *Henry Davidson*, who shall be at liberty at any Time hereafter to erect or cause or permit to be erected any Buildings thereupon, and that the said Tunnel shall be formed by tunnelling, and without cutting or removing the Surface of the Ground under which it shall pass; neither shall the said Company without the like Consent for any Purposes enter upon or use the said Surface, and that the said Tunnel shall be well and substantially constructed by an Arch of Brick or Masonry, and shall be of sufficient Strength and Depth to admit of such Buildings being erected, and ever thereafter maintained above the said Tunnel, and that no Opening, Eye-pit, or Shaft shall be made to or from the said Tunnel in any Part of the said *Roslyn* Estate, without the Consent in Writing of the said *Henry Davidson*, his Executors, Administrators, or Assigns, first had and obtained for that Purpose, and then only on such Terms as shall be therein expressed; and that no Spoil Earth or Materials arising from the Railway or any of the Works thereof shall be brought upon or allowed to remain on any Part of the said *Roslyn* Estate without the like Consent.

Company to make Compensation for all Damage done to the Estate by Works of Railway.

XXXIV. Provided always, That the Provisions herein-before contained relating to the said *Roslyn* Estate, and for the Benefit and Protection of the said *Henry Davidson*, shall not in anywise extend or be construed to give to the said Company any Right to take or use any Part or Parts of the said *Roslyn* Estate for the Purposes of the said Railway without paying and making Satisfaction to the said *Henry Davidson*, his Executors, Administrators, or Assigns, for the Value of the Parts so taken or used, and Compensation for any Damage the said *Henry Davidson* may sustain by reason of such Parts being taken or used, or otherwise by reason of the Execution of the Powers of this Act or of any Act or Acts incorporated herewith; Provided also, that the said Company shall from Time to Time and at all Times hereafter make and pay Satisfaction and Compensation to the said *Henry Davidson*, his Executors, Administrators, and Assigns, for any Damage that shall or may hereafter arise or be made to the said *Roslyn* Estate, or any Part thereof, or to any of the Houses or Buildings intended to be erected thereon, by reason or in consequence of the Defect or Want of Reparation of the said Tunnel, Retaining Walls, or other Works of the said Railway, or by or in consequence of

of any Neglect on the Part of the said Company, their Servants, or Agents.

Saving Rights of Grand Junction Canal Company.

XXXV. And whereas the said Railway is intended to be carried over the *Grand Junction* Canal in the Parish of *Acton* in the said County of *Middlesex*; and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said Canal, or to the free Navigation thereof: Be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said *Grand Junction* Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or Towing-path thereto, or any Part thereof, or to obstruct the Navigation of the said Canal or any Part thereof, except as herein-after provided, or to divert any of the Waters therein, or which Supply the said Canal, or to injure any of the Works of the said Canal; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway delineated on the Plan of the said Railway deposited with the Clerk of the Peace for the County of *Middlesex*, by which Deviation any of the Wharfs, Warehouses, Locks, Lock Houses, Side Ponds, Towing-paths, Bridges, Banks, or Feeders, or any other Works belonging to the said *Grand Junction* Canal Company, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said *Grand Junction* Canal Company in Writing under their Common Seal first had and obtained.

Directing the Mode of constructing Bridge over the Grand Junction Canal.

XXXVI. That in carrying the said Railway over the said Canal, the said Railway Company shall and they are hereby required, at their own Expense, and to the Satisfaction of the Engineer for the Time being of the said Canal Company, to make and at all Times for ever thereafter to maintain and keep in perfect Repair at such crossing thereof a good and substantial Bridge over the said Canal and the Towing-path thereto, with proper Approaches to such Bridge, and the Soffit of such Bridge shall be at least Ten Feet above the Top-water Level of the said Canal at the Centre of the Waterway, and no Part of the Arch over the Towing-path shall be less than Eight Feet above the said Top-water Level of the said Canal, and such Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening of not less than Twenty-one Feet for the Waterway in the Middle or deep Part of the said Canal, or in such Places as shall be directed by the Engineer or Surveyor for the Time being of the said Canal Company, and Nine Feet for the Towing-path under every such Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing such Bridge over the said Canal, and of the

the necessary Repair or Renewal thereof, from Time to Time and at all Times to leave an open and uninterrupted navigable Waterway in the said Canal of not less than Sixteen Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments of such Bridge, or Renewal or Repair thereof, and of the new Towing-path along the same up to One Foot above the Top-water Level of the said Canal, and which Time for constructing the said ~~Waterway~~ shall not exceed Thirty Days, nor shall less than Twenty-one Feet for the said Waterway and Nine Feet for the said Towing-path be left during the Remainder of the Period of constructing, repairing, or renewing such Bridge; and that the present Towing-path shall remain undisturbed until the new Towing-path Wall shall be erected, and the Ground made good and properly gravelled, and open for the free Passage of Horses under such Bridge.

In case of Obstruction to Grand Junction Canal.

XXXVII. That if by reason of any Accident or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of the said Bridge over the said Canal, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, it shall happen that the Main Line of the said Canal or the Towing-path thereof shall be so obstructed that Boats or other Vessels navigating or using the said Canal shall be impeded in their Passage or shall not be able to pass along the same, or in case the navigable Waterway and Towing-path hereinbefore required to be preserved during the Progress of the Work shall at any Time be contracted to a less Width than is herein prescribed, then and in such Case the Railway Company shall pay to the said *Grand Junction* Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Impediment shall continue, and so in proportion for any less Time than an Hour: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or Persons employed by the said Railway Company, the said Company shall pay to the said *Grand Junction* Canal Company the Sum of Thirty Pounds for every Hour during which the Obstruction shall continue, as or by way of ascertained Damages, and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Secretary or any of the Directors of the said Railway Company, the said *Grand Junction* Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company by Action at Law in any Court of Law now or hereafter to be established; and in case the Bridge to be erected over the said Canal, or the Towing-path Walls under the said Bridge, or the several Approaches, Sides, Slopes, or Banks of the said Railway next to the said Canal, or any of them, or any Part thereof, shall not be kept in good Repair,

Repair, it shall be lawful for the said Canal Company to do the needful Repair, and to recover the Amount of the Expenses from the said Railway Company by Action at Law, with full Costs of Suit, in any Court of Law now or hereafter to be established: Provided also, that nothing herein contained shall extend to prevent the said Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company in respect of which the said Penalties are imposed beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damages accordingly, but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and an Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried, for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the *Grand Junction* Canal Company, and in case the Amount of Damages recovered shall not exceed the Sum or Sums of Money so paid, then and in such Case Judgment shall be given for the said Railway Company, and no Action shall be maintainable by the said Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties after any Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

For Diversion of and regulating the Crossing under the Harrow Road.

XXXVIII. And whereas it is intended to carry the said Railway under the *Harrow Road* (numbered 13 upon the deposited Plans, in the Parish of *Willesden*,) being One of the Turnpike Roads under the Care of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, and it hath been arranged between the Company and the said Commissioners that the Company shall divert the said *Harrow Road* by a new Road to be carried over the said Railway by means of a Bridge, and execute such Works as herein-after mentioned: Therefore the Company shall divert the said *Harrow Road*, leaving the same at Sixty-six Yards North-west of the Point at which it is intended to carry the said Railway under the said Road, and joining the said Road again at One hundred and eighty Yards South of the said Point, and the said new Road shall be curved inwards towards the North-east in a Curve, the Radius whereof shall be not less than Twelve Chains, and the Company shall make the said new Road not less than Forty Feet wide in every Part thereof, and so much of the same Road shall be formed into a Carriageway as shall be required by the General Surveyor of the said Commissioners for the Time being;

being; and the Company shall form raised Footpaths on each Side of the said Carriageway, and shall, so far as the Parapet and Screen Walls of the said Bridge herein-after mentioned shall extend, lay down Curbstones at the Edge of such Footpaths, and shall form paved Water Channels between such Curbstones and the said Carriageway, and shall make and lay down in the same Road all such Drains as shall be deemed necessary by the said General Surveyor; and that it shall not be lawful for the Company to raise the Level of so much of the said new Road as is intended to be carried over the said Railway by means of a Bridge in any Part thereof more than Nineteen Feet above the Surface of the Centre of the present *Harrow Road* at the Fourth Mile Stone on such Road, and that the Inclination from such raised Level shall not be steeper on the North-west Side of the said Railway than One Foot in Sixty Feet, and on the South-east Side of the said Railway than One Foot in Forty Feet; and that the Inclination of the Slopes of the Embankment on each Side of the said new Road shall not be steeper than Three Feet to One Foot, and that the Surface of the said Embankments shall be covered with Turf; and that the said Bridge shall have Parapet Walls on each Side thereof of not less than Six Feet Six Inches high from the Centre of the Road over the said Bridge; and that from the Ends of the said Two Parapet Walls of the said Bridge the Company shall make Four Screen Walls or close Fences, each One hundred Feet in Length, along the Sides of the said Road, and shall carry such Screen Walls or close Fences to the Height of Six Feet Six Inches at least above the Level of the Centre of the Carriage Road; and that from the Ends of the said Screen Walls or Close Fences, to the Ends of the said Embankment, the Company shall make good and sufficient Fences of Wood or Iron not less than Four Feet high above the Surface of the Footpaths of the said Road, and that the upper Surface of the Centre of the Arch of the said Bridge shall not be less than Eighteen Inches below the Surface of the Road over such Bridge; and that the Company shall, under the Direction and to the Satisfaction of the said General Surveyor, complete the Formation of the said new Road, and the carrying of the same over the said Railway, and all and singular the Works aforesaid, so as that the said new Road may be opened for the Passage of the Public within Two Years from the passing of this Act; and the Commissioners shall, on the said new Road being completed as aforesaid, pay to the Company the Sum of Two hundred and seventy-five Pounds as and for the Price of the Materials used and Labour employed by them in and about the making of such new Road, and the further Sum of One hundred and twenty-five Pounds as and for the Price of the Site of the said new Road; and the Company shall, at their Expense, on receiving the said Sum of One hundred and twenty-five Pounds, convey or cause to be conveyed the Site of the said new Road in Fee Simple to the said Commissioners, or as they may direct,

and put them in quiet Possession thereof, and of a good Title thereto.

Regulating the Crossings over the Kilburn Road and the Kentish Town Road.

XXXIX. And whereas it is intended also to carry the said Railway by means of Bridges over other Two of the Turnpike Roads under the Care of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*; (that is to say,) the *Kilburn Road* (numbered 43 upon the deposited Plans, in the Parish of *Willesden*, and numbered 1, in the Parish of *Saint John Hampstead*), and the *Kentish Town Road* (numbered 165 upon the deposited Plans, in the Parish of *Saint Pancras*): Therefore it shall not be lawful for the Company to alter the present Level or Width of the said Roads over which the said Railway is to be carried as aforesaid or either of them, or of the Footpaths of such Roads or any Parts thereof, and the Company shall leave a clear Height or Headway under the said Two Bridges from the Surface of the said Roads and Footpaths and every Part thereof respectively of not less than Sixteen Feet Six Inches, and that each of the said Bridges shall be of such a Span as shall leave clear and untouched the whole of the present Width of the said Roads and Footpaths over which the same are carried, and that each of the said Bridges shall have Parapet Walls on each Side thereof of not less than Six Feet Six Inches in Height above the Surface of the said Railway, and that from the Ends of the said Two Parapet Walls of each of the said Bridges the Company shall make Four Screen Walls or close Fences, all of which shall be at least One hundred Feet in Length, along the Sides of the said Railway, and shall carry all the said Screen Walls or Fences to the same Height with the said Parapet Walls respectively; (that is to say,) Six Feet Six Inches above the Surface of the said Railway, and that the Company shall lay down Curbstones at the Edges of the Footpaths under each of the said Bridges, and shall always provide and keep lighted at their Expense between the Hours of Four in the Evening and Seven in the Morning from the Twenty-fifth Day of *September* to the Twenty-fifth Day of *March*, and between the Hours of Six in the Evening and Four in the Morning from the Twenty-fifth Day of *March* to the Twenty-fifth Day of *September* in each and every Year Two Gas or Oil Lamps under each of the said Bridges, and shall place such Lamps in such Situation under the said Bridges as shall be approved of by the General Surveyor of the said Commissioners for the Time being, and shall relay and make good all the Drains of the said Roads which may be interfered with to the Satisfaction of the said General Surveyor, and that all such Works shall be done by and at the Expense of the Company.

Regulating the Crossings under the Marylebone

XL. And whereas it is intended also to carry the said Railway under other Two of the Turnpike Roads under the Care of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*; (that

(that is to say,) First, the *Marylebone and Finchley Road* (numbered 28 upon the deposited Plans, in the Parish of *Saint John Hampstead*,) by means of a Bridge carrying the said last-mentioned Road over the said Railway; and secondly, the *Hampstead Road* (numbered 47 upon the said deposited Plans, in the said Parish of *Saint John Hampstead*,) by means of a Tunnel under the said Road: Therefore it shall not be lawful for the Company to alter the Level or Width of the said Roads under which the said Railway is to be carried as aforesaid, or of the Footpaths of such Roads, or any Part thereof; and that the said Bridge shall have Parapet Walls on each Side thereof, of not less than Six Feet Six Inches high from the Centre of the Road over the said Bridge; and that from the Ends of the said Two Parapet Walls of the said Bridge, the Company shall make Four Return Walls, each Fifty Feet in Length, along the Sides of the said Railway, and shall carry such Return Walls to the same Height with the said Parapet Walls respectively; that is to say, Six Feet Six Inches above the Centre of the Road over the said Bridge, and that the said Bridge shall have between the Parapet Walls thereof respectively clear Widths of not less than the present Breadth of the Road and Footpath, to be carried by such Bridge over the said Railway; and that the upper Surface of the Centre of the Arch of the said Bridge and of the said Tunnel shall not be less than Eighteen Inches below the Surface of the Road over such Bridge and Tunnel and every Part thereof; and that so much of the Width between the Parapet Walls of the said Bridge shall be formed into a Carriageway as shall be required by the General Surveyor of the said Commissioners for the Time being, and that the Company shall form raised Footpaths on each Side of the said Carriageway over the said Bridge, and shall lay down Curbstones at the Edge of such Footpaths, and shall form paved Water Channels between such Curbstones and the said Carriageway, and shall relay and make good all the Drains of the said Roads, and that all such Works shall be done by and at the Expense of the Company.

Marylebone and Finchley Road and the Hampstead Road.

XLI. That it shall not be lawful for the Company in any way to interfere with the said *Harrow Road* until the new Road by which the the said *Harrow Road* is to be diverted, and all Works connected with such Diversion shall have been completed, and it shall have been certified by the said General Surveyor that the said new Road is fit to be opened for the Public; and that in constructing the said Bridges, Tunnel, and Works in connection with the carrying of the said Railway over the *Kilburn and Kentish Town*, and under the *Marylebone and Finchley* and *Hampstead Roads* respectively, only One Half of the Surface of each of such Turnpike Roads and one Footpath shall be first interfered with, leaving the other Half of each of the said Turnpike Roads and One Footpath for the Passage of the Public, until

Half of the Roads only to be interfered with at once.

until such Time as it is certified in Writing by the said General Surveyor for the Time being that the Half of the said Turnpike Road and Footpath first interfered with have been restored to a good and proper State for the Safety and Convenience of the Public, when it shall be lawful for the Company to shut up the said other Half of the said Turnpike Roads and the other Footpaths respectively, and that all such Measures of Precaution for the public Safety during the Progress of the Works of the said Railway, including the fencing of the said Works, and lighting and watching the same by Night, shall be adopted by and at the Expense of the Company as shall from Time to Time be required in Writing by the said General Surveyor for the Time being, and that the said Roads (except the said *Harrow Road*) shall be restored in the same Lines as the present Roads, with no Deviation therefrom, and the said Roads over or under the said Bridges respectively, and over the said Tunnel and the Footpaths and paved Channels thereof, shall be preserved or restored with such Materials, and of such Quantity and Quality of each Material, and in such Manner in all respects as shall be from Time to Time directed or required in Writing by the said General Surveyor for the Time being.

Works connected with Crossings to be completed within Six Months from the Commencement.

XLII. That the Company shall finish and complete to the Satisfaction of the said General Surveyor for the Time being, the said Bridges, Tunnel, new Roads, Footpaths, Parapet Walls, Return Walls, Fences, and all other Works, Matters, and Things herein-before mentioned and required to be made or done by the Company (except the said new Road for diverting the said *Harrow Road*), and restore and give to the Public the Use of the said Turnpike Roads and Footpaths within Six Months from the Day on which the said Turnpike Roads respectively shall be first broken up or interfered with, or the Use of the said Roads by the Public in any way interrupted, or made less convenient than heretofore.

General Surveyor may require temporary Roads to be substituted.

XLIII. That it shall not be lawful for the Company to commence any Work or Works in any way connected with the diverting or crossing of any of the Turnpike Roads under the Care of the said Commissioners of the Metropolis Turnpike Roads North of the *Thames* until Ten Days after the Company shall have given Notice of their Intention to commence such Work or Works, and shall have delivered Plans and Drawings of the same to the General Surveyor for the Time being of the said Commissioners, and shall have explained in Writing to such General Surveyor in what Way it is proposed to carry on such Work or Works, and how far the carrying on of the same will interfere with the Safety and Convenience of the Passengers on the said Roads; and if the said General Surveyor shall thereupon require a sufficient Road to be made by the Company instead of the Road interfered with, that then the Company shall make and substitute

stitute such sufficient Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Road, and be liable to the same Penalties for failing to make, or, after Notice, to maintain, such substituted Road as is and are provided by "The Railways Clauses Consolidation Act, 1845," with respect to substituted Roads and the Failure to make the same.

Alterations may be made in the Works with Consent of the Commissioners of Metropolis Roads.

XLIV. That it shall be lawful for the said Commissioners and Company to agree with each other for the carrying of the said Railway over and under the said Turnpike Roads, or any or either of them, in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the Company of all such Works, Matters, and Things as may be necessary or expedient for the Purposes aforesaid; and in case of any such Agreement it shall not be binding on the Company to do such of the Works, Matters, and Things herein-before required to be done by them as shall be by the said Agreement expressly dispensed with by the said Commissioners.

All Works connected with the Metropolis Roads to be constructed under the Superintendence of the General Surveyor of the Commissioners.

XLV. That the said proposed new Road, for the Diversion of the said *Harrow Road*, Bridges, new Roads, Tunnel, Walls, Fences, Drains, and all other the Works aforesaid, and also all Repairs and Renewals of the said Bridges, Walls, Tunnel, Fences, Drains, and Works respectively, which shall hereafter be made by the Company, shall be constructed and made and formed to the Satisfaction and under the Direction and Superintendence from Time to Time of the said General Surveyor for the Time being; and that the Plans and Designs for the said Bridges, and the Works connected therewith, (which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Works,) shall be such as shall be approved of by the said General Surveyor for the Time being; and the Materials whereof the said Roads, Bridges, and Works shall be constructed, shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Descriptions respectively as shall be approved of by the said General Surveyor for the Time being; and in case in the Construction of the said Roads, Bridges, Tunnels, and Works, or any of them, the Company shall do or cause any Injury or Damage to the said Turnpike Roads or Footpaths, or any of them or any Part thereof respectively, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the said General Surveyor for the Time being, or if by reason of the Construction of any of the Works hereby authorized or required to be constructed by the Company any Alteration of the said Metropolis Turnpike Roads or Footpaths, or any of them, or of the Drains or Sewers under the same, shall in the Judgment of the said General Surveyor for the Time being be rendered necessary, and

the Company shall not, upon being required so to do by the said General Surveyor for the Time being, proceed forthwith to make such Alteration to the Satisfaction of the said General Surveyor, then and in any of such Cases it shall be lawful for the said General Surveyor to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expenses of such Repairs and Alterations shall be paid on Demand by the Company, or, in default of Payment for Twenty-one Days after such Demand, may be recovered by the said Commissioners of the Metropolis Turnpike Roads from the Company, with full Costs of Suit, by Action in any of Her Majesty's Courts of Record at *Westminster*.

If the Company fail to keep Works in repair, the Metropolis Roads Commissioners may repair the same after Three Days Notice.

XLVI. That if and so often as the Company shall fail to repair, and keep in good and complete Repair, to the Satisfaction of the said General Surveyor for the Time being, the said Bridges, Tunnel, Walls, Screens, Fences, and other Works connected with crossing the said Turnpike Roads or Footpaths or any of them, and if, after Notices thereof given to the Company by or on behalf of the said Commissioners of the Metropolis Turnpike Roads North of the *Thames*, the Company shall not, for the Space of Three Days, commence such Repairs and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Commissioners to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be; and all the Costs, Charges, and Expenses incurred by the said Commissioners shall be paid on Demand by the Company, or on Failure of Payment for Twenty-one Days after such Demand, the same may be recovered from the Company, with full Costs of Suit, by Action in any of Her Majesty's Courts of Record at *Westminster*.

Lands for extraordinary Purposes.

XLVII. That the Company may purchase, in addition to the Lands for constructing the Railway and Branch, any Quantity of Land not exceeding in the whole Fifty Acres, for extraordinary Purposes.

As to compulsory Purchase of Lands.

XLVIII. That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the Commencement of this Act.

Period for Completion of Works.

XLIX. That the Railway and Branch shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railway and Branch or otherwise in relation thereto shall cease to be exercised, except as to so much of the Railway and Branch as is then completed.

As to Construction of Railway through Church Lands of the Parish of St. Pancras.

L. That the Company in making that Part of the Railway which passes through the Portion of the Church Lands of the Parish of *Saint Pancras* in the County of *Middlesex*, numbered 21 in the said deposited Plans, shall make and construct the same upon Brick Arches of the Height of not less than Twenty Feet, and of the Width or Span of not less than Thirty-five Feet.

Company not to take the Lands of H. Aglionby Aglionby, Esq.

LI. That notwithstanding anything in this Act or any Act incorporated herewith contained, it shall not be lawful for the said Company to enter upon, take, or use any of the Lands or Property of *Henry Aglionby Aglionby* Esquire, numbered upon the said deposited Plans 17, in the Parish of *Saint John Hampstead* in the County of *Middlesex*, without the Consent in Writing of the said *Henry Aglionby Aglionby*, or other the Owner or Owners thereof for the Time being first had and obtained.

A certain Garden in the Parish of St. Pancras not to be interfered with except by Consent of G. and J. C. W. Lever.

LII. That the Company shall not take or use or interfere with the Piece of Ground described in the Books of Reference to the Plans deposited as herein mentioned as Garden, and numbered on such Plans and in such Books of Reference 166, in the Parish of *Saint Pancras*, without the Consent in Writing of *George Lever* and *John Charles Weaver Lever*, their Executors or Administrators, first had and obtained.

Money deposited in Bank of England to remain there until Railway opened, or certain Proofs given.

LIII. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Eighteen thousand seven hundred and fifty Pounds, being One Tenth Part of Three Fourths of the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited with the Court of Chancery in *England*, in respect of the Application to Parliament for this Act: Be it enacted, That notwithstanding anything contained in the said recited Act, the said Sum of Eighteen thousand seven hundred and fifty Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons, or the Majority of the Persons, named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the said Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised

by

by Means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the said Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Eighteen thousand seven hundred and fifty Pounds shall have been executed by the said Company, with One or more Sureties (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Eighteen thousand seven hundred and fifty Pounds, if the said Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by Means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons, or the Majority of the Persons, named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Fact so certified.

Tolls. LIV. That the Company may demand any Tolls for the Right to use the Railway and Branch, not exceeding the following; (to wit,)

1. In

On Goods and Merchandise.

1. In respect of the Tonnage of all Articles conveyed upon the Railway and Branch or any Part thereof, as follows:

Class 1. For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

Class 2. For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings, not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile not exceeding Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

Class 3. For all Sugar, Grain, Corn, Flour, Meal, Bread, Potatoes, Hay, Straw, Flax, Tow, Linen or Cotton Yarn, Hides, Dyewoods, Earthenware, Timber, Stones, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile not exceeding Twopence Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

Class 4. For all Cotton and other Wools, Drugs (except Vitriol), manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile not exceeding Threepence Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny;

Class 5. And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform belonging to the Company, *per* Mile not exceeding Sixpence; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

And a like Sum of Twopence *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such

such Carriage so conveyed may weigh; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

On Passengers and Cattle.

2. In respect of Passengers and Animals conveyed in Carriages upon the Railway and Branch, as follows:

For every Person conveyed in or upon any such Carriage, *per* Mile not exceeding One Penny Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Mile not exceeding One Penny:

For every Horse conveyed in or upon any Carriage belonging to the Company, not exceeding Fivepence *per* Mile; and if propelled by an Engine belonging to the Company, a further Sum *per* Mile not exceeding One Penny:

For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and if propelled by an Engine belonging to the Company, a further Sum *per* Mile not exceeding One Penny:

For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, *per* Mile not exceeding One Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Mile not exceeding One Penny.

Maximum Charges.

LV. Provided always, That notwithstanding anything herein-before contained, the maximum Charges to be made by the Company in respect of all the Tolls and Charges for the Use of the Railway and Branch, and Carriage, and for the locomotive Power on the Railway and Branch, shall in no Case, except where any Special or Extra Train may be required or allowed by the Company, exceed the Sums following; (that is to say,)

In respect to the Carriage of Articles conveyed upon the Railway and Branch or any Part thereof, as follows:

For all Matters herein-before mentioned under Class 1, Twopence *per* Ton *per* Mile:

For all Matters mentioned under Class 2, Threepence *per* Ton *per* Mile:

For all Matters mentioned under Class 3, Fourpence *per* Ton *per* Mile:

For all Matters mentioned under Class 4, Fivepence *per* Ton *per* Mile:

For

For all Matters mentioned under Class 5, Sixpence *per* Ton *per* Mile:

In respect to Passengers and Animals conveyed in Carriages upon the Railway and Branch, as follows:

For every Person conveyed in a First-class Carriage, the Sum of Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, the Sum of Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, the Sum of One Penny *per* Mile:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, the Sum of Sixpence *per* Mile:

For every Ox, Cow, Bull, or Neat Cattle, the Sum of Fourpence *per* Mile:

For every Calf, Pig, Sheep, or Lamb, or other small Animal, the Sum of Twopence *per* Mile.

Regulations as to the Tolls.

LVI. That the following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Articles or Persons conveyed on the Railway and Branch for a less Distance than Four Miles the Company may demand Tolls as for Four Miles:

That in addition to the prescribed Tolls for Conveyance, the Company may demand a reasonable Charge for the Expense of loading and unloading:

For a Fraction of a Mile beyond Four Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Merchandise for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile, such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction; and if there be a Fraction of a Quarter of a Ton, such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

Tolls for small Parcels and Articles

LVII. That with respect to small Packages, and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act,

of great Weight.

Act, the Company may lawfully demand any Tolls not exceeding the following; (that is to say,)

For the Carriage of any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight, Eightpence:

For any Parcel exceeding Fourteen Pounds in Weight and not exceeding Twenty-eight Pounds in Weight, One Shilling and Fourpence;

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Two Shillings:

For any Parcel exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of several Parcels, such as Bags of Sugar, Coffee, and the like, shall not be deemed small Parcels, but such Terms shall apply only to single Parcels in separate Packages:

For the Carriage of any Boiler, Cylinder, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons, but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding One Shilling *per* Ton *per* Mile:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Passengers Luggage.

LVIII. That every Passenger travelling upon the Railway and Branch respectively may take with him his ordinary Luggage, not exceeding One hundred and fifty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Restriction as to Charges not to apply to Special Trains.

LIX. That the Restriction as to the Charges to be made for Passengers shall not extend to any Special or Extra Train that may be required to be run upon the Railway and Branch, but shall apply only to the Express and Ordinary Trains appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway and Branch.

Company may take increased Charges by Agreement.

LX. That this Act or anything therein contained shall not prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Goods of any Description

Description by Agreement with the Owners or Persons in charge of such Goods, either by reason of any special Service performed by the Company in relation thereto, or in respect to the Conveyance of any Goods other than small Parcels by Passenger Trains, or in respect of the Conveyance of such Parcels by Express Trains.

Companies empowered to enter into working Arrangements.

LXI. That, subject to the Provisions contained in the Eighty-eighth Section of the "Railway Clauses Consolidation Act, 1845," the Company and the *London and North-western* Railway Company may from Time to Time make such Arrangements and Agreements as they think fit, with respect to the working of the Railway and Branch, or any Part thereof, by the *London and North-western* Railway Company, and with respect to the finding and providing by that Company of the Engines, Carriages, and other Plant and Stock necessary for the working of the Railway and Branch, or any Part thereof, and with respect to the Consideration to be paid to or by that Company in that Behalf, or for any other of the Purposes of this Act, and may from Time to Time alter, rescind, or renew such Arrangements and Agreements, and all such Arrangements and Agreements may and shall be carried into effect according to the true Intent thereof and of this Act respectively.

Provision as to future General Railway Acts.

LXII. That this Act or anything therein contained shall not exempt the Railway and Branch from the Provisions of any General Act relating to this Act, or of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by this Act authorized, or of the Rates for small Parcels by this Act authorized.

Railway to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. c. 57., and 14 & 15 Vict. c. 64.

LXIII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways;* and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the

Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways;* and another Act was passed in the Fourteenth and Fifteenth Years of the Reign of Her said Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways:* Be it enacted, That nothing in this Act contained shall be held to exempt the said Company from the Provisions of the same several Acts respectively, but that such Provisions shall be in force with reference to the same Railway and Company in respect thereof, so far as the same are applicable.

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